

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

AMAZON.COM SERVICES LLC)	
)	
)	
Employer,)	
)	
and)	Case No. 10-RC-269250
)	
RETAIL, WHOLESALE AND)	
DEPARTMENT STORE UNION)	
)	
Petitioner.)	
)	

EMPLOYER’S MOTION FOR MEANINGFUL NOTICE OF OBJECTIONS

Pursuant to Sections 102.65(a) and 102.69 of the National Labor Relations Board’s (“NLRB’s” or “Board’s”) Rules and Regulations, Amazon.com Services LLC (“Amazon” or “Employer”), moves the Acting Regional Director of Region 10 of the NLRB (the “Regional Director”) to issue an Amended Order Directing Hearing and Notice of Hearing on Objections that provides the Employer meaningful notice and full opportunity to litigate the Objections filed by Retail, Wholesale and Department Store Union (the “Petitioner” or the “Union”) in the above-captioned case.

I. BACKGROUND

On April 26, 2021, the Regional Director issued an Order Directing Hearing and Notice of Hearing on Objections (the “Order”). The Order set Objections 1 through 19, 22, 23, and part of Objection 20, filed by the Petitioner, for Hearing at 10:00 a.m. central time on Friday, May 7, 2021, via videoconference. While the Order identified which Objections will be heard, it failed to provide meaningful notice of the conduct alleged in Objections 7, 8, 9, 10, 11, 12, 13, 17, 18, 19 and 20. By failing to provide meaningful notice of the conduct alleged in the Objections, the

Regional Director is allowing the party that lost the election, overwhelmingly, a hearing on its Objections, without informing Amazon exactly what those objections are. The result is that Amazon will learn about the specific facts of these objections for the first time when the Petitioner's witnesses take the stand. That turns the process upside down, does not provide fair notice or due process to the Employer, and disregards both the result of the employees' votes, and the presumption that the election was fair and regular.

II. ARGUMENT

The Regional Director should issue an Amended Order Directing Hearing and Notice of Hearing on Objections that provides Amazon with clear statements of the Objections. It is well established that “objections must contain a short statement of the reasons therefor. . . . The statement should be specific, not conclusionary[.]” NLRB Casehandling Manual, Part Two, Representation Proceedings (“CHM”) § 11392.5 (Sept. 2020). This holds true for a hearing notice as well—it must be meaningful.

The Regional Director will deny Amazon procedural due process if the Region fails to provide the fundamental requirements of “meaningful notice . . . and . . . full and fair opportunity to litigate.” *Factor Sales, Inc.*, 347 NLRB 747, 747 (2006) (alterations in original). In order “[t]o be ‘meaningful’ the notice must provide a party with a clear statement of the accusation against it.” *Id.* at 747–48; *id.* at 748 (“Not only did the wording of the objection and the course of the litigation fail to provide clear notice of the allegation, they also affirmatively misled the [e]mployer into defending against a theory that was irrelevant to the true issues at stake.”). As the Board has held, “[i]t is axiomatic that [a party] cannot fully and fairly litigate a matter unless it knows what the accusation is.” *Champion Int’l Corp.*, 339 NLRB 672, 673 (2003). Finally, by proceeding to a hearing on such scant information as included in the Order, the Regional

Director dilutes the voice of the employees—who voted overwhelming against the Union—in favor of speculative objections.

The Order does not provide meaningful notice in many respects, as outlined below. The information requested by Amazon is necessary for the Employer to present its defense against these objections. It also promotes judicial economy, assists the parties in narrowing the issues, encourages a clear record, and ultimately provides for a fair hearing—especially as the Regional Director has determined not to dismiss any objection in this case before hearing.

In Objection 7, the Union alleges that “the Employer’s agents engaged in a campaign to pressure and/or coerce employees into bringing their mail ballots to work and to use the collection box the Employer had installed[.]” The Order failed to specify who the alleged Employer agents are, when the alleged objectionable conduct occurred, and how a USPS mailbox is objectionable in a mail-ballot election.

In Objection 8, the Union alleges that, during group meetings in January and February 2021, and during other conversations that occurred during the critical period, “the Employer, by and through its agents, unlawfully threatened employees with the loss of business at the warehouse/fulfillment center if employees voted for the Union.” The Union further alleges that “[t]he Employer’s agents also threatened employees that the Employer would close the warehouse if the Union were voted in.” The Order failed to specify who the alleged Employer agents are who made such threats and when the alleged threats occurred.

In Objection 9, the Union alleges that, since January 2021, “the Employer’s agents solicited grievances from employees and offered to resolve these grievances.” The Union alleges that “[t]he Employer’s agents questioned employees as to what they would like to see improved at the facility and how the Employer could address their concerns.” The Order failed to specify

who the alleged Employer agents are and when the alleged objectionable conduct occurred regarding Objection 9.

In Objection 10, the Union alleges that, starting in January 2021, during group meetings, captive audience meetings, and also individually, “the Employer’s agents threatened employees with the loss of benefits and/or pay if the Union were voted in.” The Union alleges that “[t]he Employer’s agents threatened employees that they don’t want to risk losing their health insurance benefits, paid leave and/or other benefits by voting in the Union and that they should vote no to ‘protect’ what they have and that the Union could not obtain anything in addition to what the Employer already provided them.” The Order again failed to specify who the alleged Employer agents are, what the alleged threats were, the date of the alleged statements, and who heard the statements.

In Objection 11, the Union alleges that “the Employer’s agents engaged in an extensive campaign of polling employees and/or interrogating them with respect to their support for the Union.” The Order failed to specify any evidence to support their baseless allegations, who the alleged Employer agents are who engaged in objectionable polling and interrogation, and when the alleged objectionable conduct occurred.

In Objection 12, the Union alleges that “the Employer’s agents removed employees from captive audience meetings who asked questions about the information presented.” The Union alleges that “[t]he agents requested the employees come forward, identified them, and removed them from the meeting in the presence of hundreds of other employees.” The Order failed to specify who the alleged Employer agents are who engaged in objectionable conduct and when the alleged objectionable conduct occurred.

In Objection 13, the Union alleges that “the Employer’s agents disparately enforced its social distancing policy and interfered with employees supporting the Union from discussing the union organizing campaign.” The Union alleges that “[t]he Employer permitted its agents and employees classified as process assistants to walk the facility and visit individual employee stations during working time to discuss voting against the Union.” The Order failed to specify who the alleged Employer agents are who disparately enforced its social distancing policy, and on what dates, in what departments, and who witnessed such alleged objectionable conduct. Similarly, the Order fails to specify when the Employer allegedly permitted its agents and employees classified as process assistants to walk the facility and visit individual employee stations during working time to discuss voting against the Union.

In Objection 17, the Union alleges that “the Employer’s agents circulated a rumor prior to the date set for the mailing of ballots that a collection box would be installed for the benefit of employees.” The Order failed to specify who the alleged Employer agents are who circulated the rumor, when and to whom the purported statement was made.

In Objection 18, the Union alleges that, in January and February 2021, “the Employer’s agents told employees in mandatory meetings and afterwards that the Union will go on strike and that employees will lose money.” The Union alleges that “[t]he Employer’s prediction of a strike was a coercive threat of loss of pay and intended to influence the outcome of the election.” Again, the Order failed to specify what the totality of the alleged statement was, who the alleged Employer agents are, and when the alleged coercive threat of loss of pay was made.

In Objection 19, the Union alleges that, by text message, group meetings, and one-on-one conversations, “the Employer’s agents threatened employees that they would lose access to their supervisor and that supervisor would not be able to help them individually if the Union was

voted in.” The Order failed to specify when the alleged text messages, group meetings, and one-on-one conversations took place, and who the alleged Employer agents are who made the objectionable threats.

In Objection 20, the Union alleges that, in (b) (6), (b) (7)(C) 2021, “the Employer interrogated an employee about his/her union activity and terminated a Union supporter for passing out union authorization cards in non-working areas.” The Order resolved to set the interrogation portion of the objection for hearing but failed to specify who the alleged Employer agents are who allegedly interrogated the employee and who is the employee allegedly terminated.

The Employer moves that the Regional Director issue an Amended Order Directing Hearing and Notice of Hearing on Objections that addresses the allegation deficiencies of the original Order as specified herein in order to provide the Employer with the required meaningful notice of the objections.

Dated: April 28, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the Employer's Motion for Meaningful Notice of Objections was filed today, April 28, 2021, using the NLRB's e-filing system and served by email upon the following:

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